

UNITED STATES DISTRICT COURT

for the

District of

Division

FILED
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 CLERK U.S. DISTRICT COURT
 WESTERN DISTRICT OF TEXAS
 BY: *AD*

Cathy Carr Hereafter (called the plaintiff), who lives
 at 7610 Cameron Road Apartment 2007 Austin Texas
 78752 her phone number is 512-783-2840

Plaintiff(s)

*(Write the full name of each plaintiff who is filing this complaint.
 If the names of all the plaintiffs cannot fit in the space above,
 please write "see attached" in the space and attach an additional
 page with the full list of names.)*

-v-

1. National Presto Industries, Inc.
2. The Walmart store that's sold the product,
3. and the Walmart Corporation Walmart,
4. Other unknown defendants and all, any one that

Defendant(s)

*(Write the full name of each defendant who is being sued. If the
 names of all the defendants cannot fit in the space above, please
 write "see attached" in the space and attach an additional page
 with the full list of names.)*

Case No. **A19CV0191 RP**
(to be filled in by the Clerk's Office)

Jury Trial: (check one) ☒ Yes ☐ No

COMPLAINT FOR A CIVIL CASE**I. The Parties to This Complaint****A. The Plaintiff(s)**

Provide the information below for each plaintiff named in the complaint. Attach additional pages if needed.

Name	Cathy Carr Hereafter (called the plaintiff),
Street Address	7610 Cameron Road Apartment 2007
City and County	Austin
State and Zip Code	, Travis county, Texas 78752
Telephone Number	5127832840
E-mail Address	branded_brands@yahoo.com

B. The Defendant(s)

Provide the information below for each defendant named in the complaint, whether the defendant is an individual, a government agency, an organization, or a corporation. For an individual defendant, include the person's job or title *(if known)*. Attach additional pages if needed.

Defendant No. 1

Name	(known or unknown defendant) The Walmart Store
Job or Title <i>(if known)</i>	location not known at this time and the Walmart Corporation
Street Address	Walmart, headquarter 702 S.W. 8th St.,
City and County	Bentonville county unknown
State and Zip Code	AK... 72716
Telephone Number	1-800-925-6278
E-mail Address <i>(if known)</i>	unknown

Defendant No. 2

Name	National Presto Industries, Inc. Consumer Service Department
Job or Title <i>(if known)</i>	
Street Address	3925 North Hastings Way
City and County	Eau Claire
State and Zip Code	WI 54703
Telephone Number	1800-877-0441
E-mail Address <i>(if known)</i>	unknown

Defendant No. 3

Name	unknown or defendant regardless of who they may be,
Job or Title <i>(if known)</i>	who were responsible for any damage on the date of the issue or
Street Address	after the date of the issue, or before the issue...to include but not
City and County	limited to parts maker, clean up crews, their employees, etc, and
State and Zip Code	people who hire them, people who developed this product etc.
Telephone Number	unknown at this time
E-mail Address <i>(if known)</i>	unknown at this time

Defendant No. 4

Name	others not known at this time
Job or Title <i>(if known)</i>	
Street Address	
City and County	
State and Zip Code	
Telephone Number	
E-mail Address <i>(if known)</i>	

II. Basis for Jurisdiction

Federal courts are courts of limited jurisdiction (limited power). Generally, only two types of cases can be heard in federal court: cases involving a federal question and cases involving diversity of citizenship of the parties. Under 28 U.S.C. § 1331, a case arising under the United States Constitution or federal laws or treaties is a federal question case. Under 28 U.S.C. § 1332, a case in which a citizen of one State sues a citizen of another State or nation and the amount at stake is more than \$75,000 is a diversity of citizenship case. In a diversity of citizenship case, no defendant may be a citizen of the same State as any plaintiff.

What is the basis for federal court jurisdiction? *(check all that apply)*

☐ Federal question

☒ Diversity of citizenship

Fill out the paragraphs in this section that apply to this case.

A. If the Basis for Jurisdiction Is a Federal Question

List the specific federal statutes, federal treaties, and/or provisions of the United States Constitution that are at issue in this case.

B. If the Basis for Jurisdiction Is Diversity of Citizenship

1. The Plaintiff(s)

a. If the plaintiff is an individual

The plaintiff, *(name)* Cathy Carr, is a citizen of the
State of *(name)* Texas.

b. If the plaintiff is a corporation

The plaintiff, *(name)* _____, is incorporated
under the laws of the State of *(name)* _____,
and has its principal place of business in the State of *(name)* _____.

(If more than one plaintiff is named in the complaint, attach an additional page providing the same information for each additional plaintiff.)

2. The Defendant(s)

a. If the defendant is an individual

The defendant, *(name)* Walmart headquarters, is a citizen of
the State of *(name)* Ak. Or is a citizen of
(foreign nation) _____.

b. If the defendant is a corporation

The defendant, (name) National Presto Industries, Inc., is incorporated under the laws of the State of (name) WI, and has its principal place of business in the State of (name) _____.
Or is incorporated under the laws of (foreign nation) _____, and has its principal place of business in (name) _____.

(If more than one defendant is named in the complaint, attach an additional page providing the same information for each additional defendant.)

3. The Amount in Controversy

The amount in controversy—the amount the plaintiff claims the defendant owes or the amount at stake—is more than \$75,000, not counting interest and costs of court, because (explain):
over 250 thousand dollars.

III. Statement of Claim

Write a short and plain statement of the claim. Do not make legal arguments. State as briefly as possible the facts showing that each plaintiff is entitled to the damages or other relief sought. State how each defendant was involved and what each defendant did that caused the plaintiff harm or violated the plaintiff's rights, including the dates and places of that involvement or conduct. If more than one claim is asserted, number each claim and write a short and plain statement of each claim in a separate paragraph. Attach additional pages if needed.

. attached.

Statement of a claim III

Now comes, Cathy Carr, the plaintiff, who has suffered **Substantial loss, and all herein but not limited to this petition, who has been** damaged and injured and has suffer great 1). **personal loss**, 2). **mental and emotional anguish**, 3).personal injury 4). catastrophic loss 5). Financial and economic loss, and losses, 6) future losses and income, and 7) a loss of personal property to **include intelligential property**.. 7). sentimental loss, 8) physical and loss, to include but not limited to these losses herein, The losses above and all otherwise called injury or damages, injuries or losses.) And product also means the food dehydrators brought by the plaintiff that caused the fire and the one which caught fire which caused the damages.

. (1). **Plaintiff complains of a consumer product a product that she brought that was NOT safe or fit for consumer use since it caught fire, without warning, and it was not intended for starting fires, or sold or meant to be a fire hazard, or a fire starter, or for starting fires...**

(2). **But for the defendants and there actions of failures, and for them creating a connection of this product with the plaintiff, , the fire would not have started herein. The product caused or is the result of the fire that started.**

(3). **The product was a deceptive product it did not warn about fires or potential fires, (but inferred and stated that it was meant for a slow safe process of dehydrating foods)... meant to be left on for periods of time...without causing or catching fire, or causing injury or damages.**

(4). Wherein on March 3, 2017, plaintiff unknowing about defects and not having proper warning about fires, purchased model # _____ a **dehydrator sold by a Walmart store distributed**

by the Walmart Corporation , and manufactured and designed and delieved to walmart to be sold, knowingly by the Presto Inc., or the defendant...or All of the defendants, who so ever designed, or set the transaction up or made parts for the machine, or out sourced it or whole sale the product, or is responsible for Walmart having it for sale in their store, because it **started a fire, was a fire starter rather than a dehydrator as said, and it injured the plaintiff and caused damages and loss.**

1.0. (1). Because it was a /defective product/, (2) because /it was a dangerous, hazardous, unsafe product being delivered and sold by the defendants, and because of the plaintiff not being told of dangers and risks (3.) and because /Walmart sold the product at one of their stores and or the Walmart Corporation Headquarters/, supplied their store with the defective product, which the plaintiff un-knowingly knowing about a potential fire hazard or that the product could catch fire, and with nothing being said about fire issues on the box, purchased and brought the defective fire starting dehydrator, from Walmart, at their local store when it was not fit to be sold because it had a defect in it and when it was not fit because "Res ipsa loquitur" the thing speaks for itself" it caused a fire, **and the plaintiff invokes "Res ipsa loquitur" because the damages and loss and event...and the whole thing speaks for itself".** The defendants caused the injuries and suffering and all here-in when they distributed and sold a product manufactured by the **National Presto Industries Company, Inc. who manufactured it defectively and distributed it, and sold it to the other defendants where in what so ever their involvement., to include any other defendants known or not known who caused losses regarding the fire on March 3 2017, who ever they may be, listed herein or not.**

1.1. (4). Because she was not correctly warned about any fire issues, and the plaintiff was not aware that there had been fires caused from this type of machine or that there was any risk of fires related to this produce or even that there could be a risk for these products... nor were these risk stated in the Manuel or on the box, this being a failure to warn and inform and instruct, and a denied duty of care to the plaintiff which she was entitled to have from the defendant. (5). Because the product had a defect in its design, engineering or assembling or when it was put together. 6.) Because it had (7). Defective parts, (8). Because it lacked effective warnings and it has a designs defect and faulty parts and equipment put in it. 9). And because it was sold and distributed and made by the defendants. 10). And or for any other reason here in or otherwise.

She incorporates all lines of this petition into to the whole petition.

5. **Some other defendants might or could be but** are not limited to the herein petition might be any foreign manufacturers connected with the making or Manufacturing or the distribution or in the distribution chain of distribution, or in the chain of loss, or damages regarding the fire., whoever they may be and whatever their involvement may be...listed herein or not listed. Or who were otherwise connection with this dehydrator and fire and losses after the fire or during the fire...some examples include...Any foreign defendants that supplied the parts, anything connect to the apartment people causing loss, anyone associate with the sale of the food dehydrator that caused the fire, anyone that took part in bringing this product to the Walmart store, any one miss informing or not putting the fire warnings on the box...etc.

6. Wherein she purchased the product brand new and paid around 50.00 dollars for it in order to dehydrate foods and dog treats and in order to save money...the product was not intended to start

or to cause a fire, (it was purchase to slowly dry foods for a period of time, instead it caused a fire and the here-in listed damages, deprivations and injuries but not limited to the injuries, damages, losses and sufferings and Etc herein and there was a breach of warranty implied and written, personal injury, a products liability issue, and a defective products issue, and negligence by the defendants regarding the placing of this product into the hands of the plaintiff, and they should have known or could have known that the plaintiff might buy the product because nothing said fire danger or hazard or fire started on the box, or potential harm...or potential devastating or catastrophic loss connected with this new product or with buying this NEW product...and the plaintiff was miss informed and deceived, but for these warnings, the plaintiff would have not of brought the product...and of suffered, **.the plaintiff is entitled to relief.**

The defendants all do business here in Texas but they are located in other states and or they Supply their products to be sold here in Texas, even though they are stationed and reside in other states. The product was purchased at the defendant's stores or from Walmart, and or deliver and sold at one of their affiliate stores...owned by the Walmart Corporation, and presto is the manufacturing company who sold it to Walmart, who then resold it.

Facts

(#1). The Presto product was **new**...after plugging it in... it later started a QUICK SHOCKING FIRE AND DAMAGES AND INJURIES UNINTENTED AND it was not known by the plaintiff, to be a potentially dangerous product, she was not warned that it could be a danger...or a fire hazard. The product was in fact described as a safe product, implied to be a slow safe process of drying food out, and one that could be left on for hours or a period of time, instead it caused a fire even though it was new and all she had done was plug the product in

and put items to be dehydrated on the trays, and she read the material in the box, as best she could with being in small print....the plaintiff has eye issues with pressure in her right eye and sometimes her eyes swell up.....

- The plaintiff was injured or suffered losses, and it was because the product was defective.
- The defect caused the plaintiff's injury and the plaintiff was using the product as it was intended. The product was flawed because of an error in making it.
- the product was manufactured incorrectly,
- and was unreasonably dangerous
- there was a Failure to Warn
- specifically plaintiff's injury was caused by the defect itself
- The defects existed when the product left the defendant's possession;
- That the product was used in a manner which was reasonably foreseeable by the defendant;
- There was a Breach of contract when defendants fail to perform terms of the contract to work correctly.
- The defendant's new working product...did not work as perform and there was a breach.
- The plaintiff notified the defendant of the breach.
- The [product] did not have the quality that a buyer would expect and the [product was not of the same quality as other products.
- It was not fit for the ordinary purposes or for its intended use.
- Plaintiff was harmed; and the failure of the [product] caused the fire.

(#2). If the warning would have been there, the plaintiff would or might have acted differently and either not have brought the product or would have watched it more carefully if there would have been a danger of fire warning statement on the box, or in the Manuel, but for the missing warnings.....and a failures to warn and to inform of potential fires, and but for missing and unknown information... and because of not being told of the dangers and risks the fire happened and the injuries and losses happen..., and if told of the dangers...and there would not have been any fire, or loss, because the plaintiff would of left the box at the store or if brought she would have taken it back and returned it.....

(#3). But for ...anyone, at the store or for Walmart telling her such or it being in the Manuel or on the box...the plaintiff brought the product, she would not have purchased

the product... if the warning would HAVE BEEN THERE, and she would not have suffered
the losses and the injuries.

(#4).The plaintiff purchased and brought an unsafe, hazardous fire starting product, one
which was not fit for its said use, because the product had a defect in it, and it was
defective...not knowing the risk.....or that it started fires, ..(she was not WARNED OR
INFORMED) about any defects at all that could cause a fire) and (nothing said highly
flammable or this product can causes fires,) on the box, and the injury and losses were
caused, but not limited to this reasons by the defendants..

The plaintiff would show the Following:

1. There was a fire at the Arbor Terrace Apartments in Austin Texas on March 3rd 2017 the plaintiff believes she lived in apartment 115. Exhibits are attached _____
2. It was caused by a new product that should have worked right, with out substantial loss or injury...one that was defective or had a defect in it, there was also a defect with the Packaging and warnings, and with the parts and assembly of the dehydrator.
3. That the defendants were informed about the issue and the defendants did not take actions to resolve the complaint or to inform the public even after the fire that there could be a fire started from this product, and they have continued to hide the fact about this product being a fire hazard, even after being informed otherwise..
4. That the defendants all caused the damages herein but not limited to all herein and it was a result of and because of the defendants failures and actions, and all herein on this petition, but not limited to this petition. The products was intended to slowly dehydrate foods, it did not work as implied or as stated.

5. On March 3rd she plugged in dehydrator and put herbs on the bottom wherein there were several trays and on top she placed the meat which was going to be dog treats for the dog.
6. The process according to the manual was over 30 minutes for dehydration of meats, and nothing in the manual said how to combine herbs and meat together, or if it mattered about the tray position, or not, or if these had to be dehydrated separately or not...
7. (Wherein the instruction were not clear on this as well as other warnings being defective as well, thus THEIR WAS A failure to inform) OR (WARN) and nothing on the box mentioned fires, or catastrophic loss being intended upon purchase of this product...
8. The fire may have been started on the bottom of the dehydrator or around the heating elements and the fan at the bottom of the device upon inspection of the unit, and then it spread to the top of the dehydrator melting the trays and causing the damages and injury,
9. The product was designed and made incorrectly, and negligently, and was defective, and had a defect in it...and at first thought by others to be a rice cooker when in fact it was a dehydrator, over how badly it had burned
10.it was meant to be left on for hours, without catching fire, or causing a fire, but for a defect in its design, engineering or assembling it together, or but for defective parts, defective warning and designs, it caught fire and caused the fire, it was intended to be a product that would be able to be left on, for a time to include even hours, one implied to be safe, one implied not to start fire, one implied to operate correctly and to not be a dangerous fire starter. And no warnings stated other-wise. .
11. She would show that she paid money for the product and the sale was based on good faith in it being in good working order and expected such from the dehydrator and the defendants. She would show that she read the information that came in the box, and

she would show that the dehydrator had an implied warranty and a written warranty, and that this was breached... when the product failed to perform as intended.

12. She would show that the product being new was not for starting fires, and would state that she believed and trusted that when she purchased a product that it was not intended to start a fire or to cause a fire. She would show that it was a product meant to dehydrate food for periods of time...without burning the food...where the product did not work as promised or implied... where there was a breach of implied warranty by all of the defendants that caused the harm and damages.

13. **The defendants had a duty to provide products that were not hazardous or unsafe to people,** and that this one was defective and caused a fire, violating the implied and written warranties...and there were no warnings about fire potential at all. And that there was **Consumer protection being violated,** and that there was a failure to inform and warn that it would cause a fire if plugged in or left on for more than 15 minutes after putting frozen food on the dehydrator. And she would show that the product did not live up to what the manual or what the box said or described it would do.....as well where in the implied warranty and written warranty of usability **was breached, in violation of a contract.**

14. **She would also show that the representations about the product usable was false and untrue and misleading and misrepresented.....**and in fact this was a dangerous, hazardous product and it was made defectively, and that it had a defective part used in it, that did not work correctly or as implied... and it caused a fire.

15. The plaintiff incorporates all of the foregoing paragraphs throughout this entire complaint and adds them to all of the claims where they may be needed.

16. The plaintiff will show that the defendants did not represented the product as being defective or dangerous or hazardous and they did not inform the plaintiff that the product would or could start a fire instead they informed her the hours that it could be left on.... it also did not tell her that possibly there might be a defect in the product which could hinders its usability for the purpose for which it was designed and manufactured for....that would start a fire, the dehydrator was suppose to only dry the food rather than burn it up...this was the character of the product.....where-in the usability of the product was breached as well, and not true.

17. The product was not manufacture correctly and the plaintiff would testify to the jury regarding this...and it was defective in design and in performance; and it failed to provide adequate warnings or instructions concerning the proper use of the product, and about fire possibilities related to the product.

18. Where in the fire... appears to have been started from the bottom of the dehydrator up on reason and belief and headed up melting the trays...it was defectively manufactured and a defective product... and it breach its warranties and the contract regarding a fit products, an able to be used. It was defectively manufactured having a heating element or other issues wrong with it and ... this dehydrator had defects and it was designed incorrectly or this particular one was **designed incorrectly.**

19. There was also a failure to adequately warn about how to place the items on trays and even who to call if you should have a fire and there was nothing in there that told you how to place the foods or if dripping from the meat not being properly dried due to faulty equipment might cause a fire. **The product was not meant for starting fires... and it is believed the design for the dehydrator was incorrectly built with defective parts that would melt and cause a fire.**

Among other things the product was negligently misrepresented as being a food dehydrator

rather than a fire starter, in fact on the box and even in the manual it does not say that this product is a fire starter..... and plaintiff was not warned correctly about this being a hazardous product and a fire starter otherwise she would not have bought this product and there would not have been a fire, and there would not be any losses or injury, taking all together herein she has these claims.

12. The plaintiff intends to do discovery under the Discovery rules of the federal court system: to include General and regular Discovery but also discovery of unknown defendants who might be involved with supplying the product that caused the injury to the plaintiff, and all.

CAUSE OF ACTION.

The Presto Manufacturers, made a dangerous product and Walmart sold it for them ..they were required to ensure that the goods they release into the stream of commerce were safe for normal use or consumption.

(I)Claim one---- warranty claim *and breach of written warranty or an implied warranties* and of contracts, when the product did not work as intended or as implied or as written in the Manuel or on the box and it was implied to be risk free..

It was manufactured with a defect, there was a lack of instruction, and a failures to warn and inform, it had a design defect and was unlike other produces or similar dehydrators that did not start fires after being sold for dehydration, or for a slow safe drying process, rather than burning up and everything around it, up and... being new, it was implied that it was in good working condition and that it was in fact to dehydrate food and not to start fires, or to be **be a hazarded and dangerous, and not fit for the purposed intended purposes or use product,**

or unsafe, or in violation of consumer protection laws. The product was new...it should not have caused or started a fire.

It should have been free from defects and dangers, and one that it was in good working condition and one that was in fact going to dehydrate food and not start a fires or cause INJURIES OR LOSSES and suffering. Wherein the #first claim is also **breach of contract.**

(II) claim two--- the plaintiff believes that the nature of the suit could be classified as a consumer protection claim, 190 other contracts, a 195 contract product liability, a 245 tort product liability, a 360 other personal injury, a 365 personal injury product liability claim, a 380 other personal property damage, a 385 property damage, products liability, a 450 Commerce issue and all that is here in and that which has been stated...on the whole petition...

(III) Claim three--a Product liability claim from incorporation of all of the facts herein.

There were Defects in the design, packaging, information, no warnings, defects in the Manuel and on the box failing to inform and warn, lack of information, a defected part. ...and a failure to protect the plaintiff when there was a duty to do so by all of the defendants., there was negligence in the design or production of the item and packaging and in the warmings, , a breach of warranty when the manufacturer failed to "live up to their end of the deal being a working new safe product, , and there is strict liability, when the product was dangerous because it was defective.. and when the seller and manufacturer's failed to warn about the dangerous propensities of a product, the product was unreasonably dangerous; starting a fire.

- The product's defect was the cause of the plaintiff's injuries; and No other party altered the product after it left the defendant's control and all herein..

(III) Claim 4--- Uniform Commercial Code as well, because money was not refunded for the item which was paid for and it did not work as promised. The plaintiff invokes the Uniform Commercial Code, containing warranty rules violated....**and she invokes “Res ipsa loquitur “the thing speaks for itself”.**

(v) Claim 5---Personal injury and negligence, or property loss caused by a defective product but also property loss, and damage ...the defendant owed a duty of care to the plaintiff...which they violated, causing, property damage...and personal injury, caused by their actions and by a defective product being sold to the plaintiff, or because of their failures and negligence the plaintiff brought the product..., to include a failure to warn and to instruct, selling her a product that was not fit for its said and implied use which caused damages ... which...placed her in danger, and that it was known or could have been known and could have been avoided, but for the defendants failures, breaches, and actions, in violation of consumer protection laws. ***She would also claim a strict tort liability claim*** and with all this taken together this is a personally injured claim. She was effected because of the defendants and because they delivered it, manufactured it, sold it and put it out there as a safe product for the defendant to buy when it was not a safe product and in fact it cause property damage and personal harm. And in allowing the harmful product to reach the plaintiff they were negligent, and cause personal injury. And the defendants allowed a wrongly manufactured defective product, to reach the plaintiff..., causing personal and property damage, and but for these issues the plaintiff would not have had the Fire or the losses or the damages or the mental anguish or the sufferings, etc.

Losses

Nor would she of has all the losses here in but not limited to these losses... where in the plaintiff submits this request for restitution and compensation for her losses.... not with-standing Other consumer protection laws and commerce laws and protections where in the product was not usable for what it was purchased for... and the plaintiff should have been protected from it.

a.)THIS Product liability refers to a manufacturer or seller being held liable for placing a defective product being put into the hands of a consumer. ...THAT BEING THE PLAINTIFF HERE IN...

- b) The defectively manufactured product was flawed because of some error in making it, such as a problem at the factory where it was fabricated. As a result, the injury-causing product is somehow different from all the other ones on the shelf.
- c) The plaintiff sues under **strict liability claims**, the manufacturer is liable if the product is defective, even if the manufacturer was not negligent in making the product defective, here there is negligence and strict liability or both, and this a claim.
- d) A product defect is any characteristic of a product which hinders its usability for the purpose for which it was designed and manufactured for ..this product had a defect...And the defendants were delivering AND Manufacturing A DEFECTIVE PRODUCT and causing it to reach the plaintiff ..a product unlike others...because it quickly started a fire and was a dangerous product. Manufacturers, regardless of the products they make, are required to ensure that the goods they release into the stream of commerce are safe for normal use or consumption and so are retailers.
- e) The defendants also had a duty to make and sell products that were safe for consumers to use....and after telling them....they failed to tell others about the defects , flaws or dangers detected in this product, **the manufacturer was required under the law to notify federal authorities right away**....and to issue a recall but instead ignored notification of such. Wherein it was the defendants fault that the product and the damage... reached the plaintiff... but for the defendants actions... the

plaintiff would not have been injured ...The plaintiff intends to prove negligence on the part of the manufacturer, and that there was strict implied warranties and that the product did not work as a dehydrator... and that this was a breach as well.

- f) The product was defective: the product was flawed because there was a problem in the manufacturing processor its design.
- g) There was a Failure to warn, and negligent with this failure to warn consumers about the potential dangers of fires related to the product the plaintiff brought. Manufacturers are required to provide adequate and appropriate instructions for their product's and its use, here they did not.
- h) Cathy suffered the injuries using the product as it was designed and meant to be used.
- i) Plaintiff claim a Contractual warranty claim, as well, that there was a contract and a warranty and it did not include a fire... that was going happen over the use of the product. The plaintiff would show that when you purchase a product, you expect it to perform safely and efficiently, here it did not perform as such.
- j) The plaintiff claims all parties in this distribution as unknown defendants as well...and states that these are defendants and are responsible for a product defect that caused injuries.
- k) Responsible parties include product manufacturers, manufacturers of any component parts, product assemblers or installers, as well as wholesalers and retailers and the company that sold the faulty product to the consumer...or to the plaintiff here ion listed on this petition.
- l) The defendants are responsible for defective or dangerous product and breach of implied warranties.
- m) THIS product DID NOT meets the PLAINTIFFS OR THE consumer's ordinary expectations...FOR THIS PRODUCT.. AND HAD OR WAS A Products with an unexpected danger or defect.... UNEXPLAINED ABOUT IN THE WARRANTY PAPERS OR MATERIALS THAT CAME WITH THE PRODUCT. A manufacturer must take reasonable care in the production, proper packaging,

issuance of product warnings and instructions for proper use. Additionally, a manufacturer must warn consumers of any risks a product poses when used normally....WHEREIN THIS WAS NOT DONE BY THE DEFENDANTS ..

- n) The plaintiff also claims commercial statutes – based on the Uniform Commercial Code, containing warranty rules that affect product liability and the plaintiff invokes the theory of who is at fault and “Res ipsa loquitur” the thing speaks for itself’.
- o) Here in strict liability also applies, and the plaintiff invokes a strict liability claim.
- p) The defendants were in the position to keep defective and danger products from ever entering the market, they had a duty to protect the plaintiff from unsafe products, but fails to exercise this duty to protect, causing the injuries, THE INJURIES WERE foreseeably... by a faulty product, AND the defendants knew this but acted anyway.... They had a legal duty to make and sell safe products that do not cause injury when used as intended, and she would state that she was personally injured over a product because of buying the harmful product, which was made harmful by negligent misrepresentation of safety and use .and the product it did not have a fair warning up on it.
- q) It was a product that told the defendant to leave it on because it was going to take some time to dehydrate the foods and it failed to warn the defendant correctly it was also manufactured wrong defectively and it is a defective product. THIS Product liability refers to a manufacturer or seller being held liable for placing a defective product into the hands of a consumer. ..THAT BEING THE PLAINTIFF HERE IN.... a defectively manufactured product that was flawed because of some error in making it, such as a problem at the factory where it was fabricated. As a result, the injury-causing product was different from all the other ones on the shelf, the defect hinder its usability for the purpose for which it was designed and manufactured and after telling them....they failed to tell others about the defects, flaws or dangers detected in this product, the manufacturer was required

under the law to notify federal authorities right away....and to issue a recall but instead ignored notification of such. Wherein it was the defendants fault that the product and damage reached the plaintiff... but for the defendants and their actions, the plaintiff would not have been injured ... and there would be no Claims....

r) The product was defective: or flawed, there was a problem in the manufacturing process, Manufacturers are required to provide adequate and appropriate instructions for the product's use herein, they did not, the product defects and failures directly caused the plaintiffs injuries... she is entitled to relief. THIS product DID NOT meet the PLAINTIFFS OR THE consumer's ordinary expectations...FOR THIS PRODUCT... AND HAD OR WAS A Product with an unexpected danger or defect.... UNEXPLAINED ABOUT IN THE WARRANTY PAPERS OR MATERIALS THAT CAME WITH THE PRODUCT.

s) A manufacturer must take reasonable care in the production, proper packaging, issuance of product warnings and instructions for proper use. Additionally, a manufacturer must warn consumers of any risks a product poses when used normally....WHEREIN THIS WAS NOT DONE BY THE DEFENDANTS... Manufacturers are in the position to keep defective and dangerous products from ever entering the market. Therefore, it is the manufacturer's duty to protect consumers from unsafe products, failed in their duty to protect the plaintiff... All Responsible Parties Manufacturers have a legal duty to make and sell safe products that do not cause injury when used as intended, here they did not... exhibit of some of the damages attached and fire pictures of the dehydrator and at all. Attached.

Thank you very much for your consideration of this complaint.

Cathy Carr, the plaintiff.

Cathy Carr
7610/ Cameron Apt 2007¹⁶
Austin TX 78752

State briefly and precisely what damages or other relief the plaintiff asks the court to order. Do not make legal arguments. Include any basis for claiming that the wrongs alleged are continuing at the present time. Include the amounts of any actual damages claimed for the acts alleged and the basis for these amounts. Include any punitive or exemplary damages claimed, the amounts, and the reasons you claim you are entitled to actual or punitive money damages.

Pro Se 1 (Rev. 12/16) Complaint for a Civil Case

She request anything that she is JUSTLY entitled to and a jury trial to go over the many things that she lost and for the jury to decide this issue and she request anything that she is entitled to and that this issue go forward over the losses that she incurred IN buying this defective product and FOR all of the claims related to buying merchandise that caused the fire and she would not have incurred the injuries and all here in buy for this product being put in her hands...where fore she is entitled to recover these losses and to be made whole.... and she requested a jury to decides what she's justly entitled to. And defendants are liable for the damages and injuries here in on this whole complaint but not limited to this complaint and for all of the items that the plaintiff lost or suffer through.... which caused personal injury and losses and mental and emotional and physically and financial losses....and all herein but not limited to the here-in listed issues and losses

The whole issue with the dehydrator was devastating, emotionally devastating, mentally devastating, physically devastating and financially devastating. And these failures and conditions entitled the plaintiff to recovery for the damages that she incurred to include damages for court cost, and related cost of bring this to court and for all of the plaintiff's losses, she prays for a verdict that will make her whole again and to recover for the losses and injuries that she sustained....and pain and suffering.

Wherefore she is entitled to any cost and damages and for sufferings and losses...and upon final trial of this case that she should have a judgment against the defendants of over \$250,000 thousand dollars in Damages and that the defendants should pay all court cost...any puniative damges, all damages to include future damges, and any damges that the court or jury decides against the defendants...and any fees related to taking this to trial or collecting damages...or for appeals... or any preparation for the case or any papers filed that may incur...and any amounts to recover for the judgment or collection of a judgement and any interest and any court cost and any further relief were there Equitable or a legal right of recovery....to which the plaintiff may show herself justly entitled to. The plaintiff also declares that she sent a petition and a copy of this petition to the two known descendants in the case.... and would say this under the penalty of perjury.

The plaintiff also States the fact in this case are believed to be true to the best of her ability and to the best of her recollection.

Under Federal Rule of Civil Procedure 11, by signing below, I certify to the best of my knowledge, information, and belief that this complaint: (1) is not being presented for an improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (2) is supported by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law; (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the complaint otherwise complies with the requirements of Rule 11.

A. For Parties Without an Attorney

I agree to provide the Clerk's Office with any changes to my address where case-related papers may be served. I understand that my failure to keep a current address on file with the Clerk's Office may result in the dismissal of my case.

Date of signing: 02/28/2019

Signature of Plaintiff

Printed Name of Plaintiff

CATHY CARR

Page 5 of 6

B. For Attorneys

Date of signing: _____

Signature of Attorney

Printed Name of Attorney

Bar Number

Name of Law Firm

Street Address

State and Zip Code

Telephone Number

E-mail Address

Exhibits

1

Exhibits-some examples of the losses...

1. Some of the losses include the following.

- **(Some examples of the Losses and injury).**
- There was personal injury and loss when the apartment's sprinkler system went off due to the fire being started and it destroyed tons of stuff belonging to the plaintiff...and these were related to the injuries and damages herein, as well...
- There was water flooding and damages related to mold, water, smoke, and etc., which also ruined and destroyed the plaintiff's stuff as well.
- Some of the losses include but are not limited to the here in losses and injuries for example the plaintiff lost tons of Art among other things, she had copyright items and she had product designs, and development, several book of her own recipes and stories, song, and music, and other valuable stuff to the tune of at least but not limited to over \$350,000 plus .or more in damages.
- She had related displacement cost, and she had to stay in motels and then finally she went to another apartment it was very small and at first this was depressing and pretty much empty... with just a bed. .
- she lost several sentimental items and her product development stuff and her artwork and her pictures of her kids and etc., sonograms, her household goods, her electrical appliances, her vintage relics, her musical items and keyboards, her microphones and the list goes... on, music, her A-dat machine, her tapes, her trilobites, with all of her artwork on it and her information and documents which were extremely important to her to include more.
- During some of this time she had no clothes or limited clothes, no shoes and did not have a clean bra, among other things... over the issue...

- She was in a state of shock and disbelief and was emotionally traumatized over the whole event, as was her dog who was in the apartment at the time..
- She received medical treatment for breathing issues over the event, she was depressed and emotionally devastated regarding the fire and she also lost sentimental items not able to be replaced... **and many of her life works**... to include several copyright Collections of song and collections that she was going to copyright of several books to include computers, hard drives that were ruined, and SD chips that were messed up, **all of her pictures that were in the apartment, of her children were ruin, sonograms, birth certificates, her educational stuff and exedra but not limited to these items and this list.**
- She also had breathing problem issues and the dog who had been showered with water to this day Shivers and Shakes and is still in trauma over the issue, and when he hears a buzzing sound from the smoke detectors he still trembles.
- That the plaintiff had cut herself and injured herself trying to go through the stuff left...and take stuff out of the apartment after the fire when she got to enter the apartment, 21 days later.....to remove and go through stuff and clean the apartment up....\
- Because there was broken items from the fire, she cut her self and was bleeding all over....and still has scares from it....
- among other things she lost a significant amount of artwork and prints that could have been **sold in the future, so she lost income, ...**
- And that she also lost several studio-quality tapes that had been wet and mildewed and destroyed....
- to include studio cost and time and actor on the produce story tapes that she had planned to sale, and musically produce and paid for music done in a studio, and a on a vintage key

broad that was ruined with tons of songs on it, the music and cassette tapes and metal tapes and disk, etc....all ruined and destroyed, ..., stories, and books, that she was writing that were intended to be sold and published at a later date, and dat tapes and machines, an A-dat tape machine and the studio tapes of session done in studios, and metal tapes...along with lost studio time and music production cost...and songs, **and her life's work.**

- She had to go for asthma treatments and needed medications but because she was in Dire Straits from the fire... she could not afford to get her inhalers and suffered...and her breathing issues where related to the fire....and that she had to go to the hospital several times to take oxygen over attacks related to the event...
- She had the loss of over a 1000 songs and several thousand dollars' worth of images for card, prints tee shirt utility boxes, murals, etc.
- She was cut from having to try to move the stuff out of the apartment after it dried up...and when she was allowed to get into the apartment...
- The whole first floor of the apartment complex was flooded with water....
- All her electronic data was destroyed...which was protected on a hard disk drives and trilobite and on usb port drivesall destroyed, ..to include art data that could have been sold in the future for income which is a substantial loss

... but for the fire **....being a catastrophic loss for the plaintiff...**

- All this but not limited to these things....
- The fire caused a lifetime of loss...and she's 60 years old.
- She had items in the apartment that were over 55 years old and rare baseball cards and a collections, and a bear more than 55 years old and other sentimental items, all which were

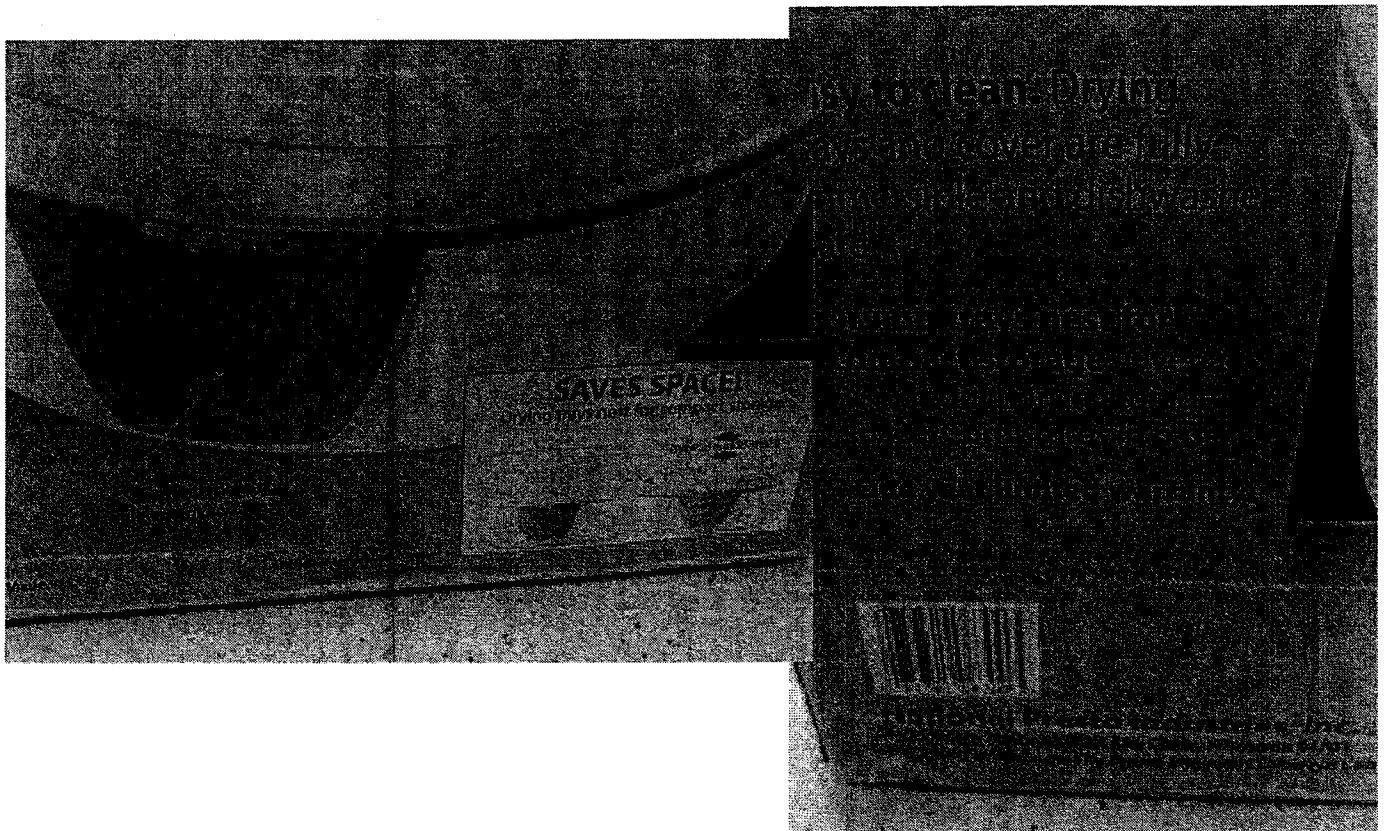
all lost...and other items of historical value and other family relics over a hundred years old that mattered to her...

- She lost other household items and products and items not listed herein. She lost her Google winning print that they put on the car ... it was destroyed and this was sentimental to her.
- She ...loss of intellectual property, memories, documentation of life events, loss of claims, due information being destroyed, and they caused personal-injury, personal loss, sufferings and financial loss and mental, emotionally, physical, and personal damage and distress and mental anguish over the defective product warranty breach that was sold to her which caught fire on March 3rd 2017.
- Her collection of artwork and thousands of images is a big catastrophic lost, worth over \$450 thousand dollars alone... it was a major loss also because she wanted to start an art business but for the items being destroyed...she has suffered unbearable hardship, and divesting losses.
- Among other things there were item of things that were over 100 years old and family relics destroyed as well.

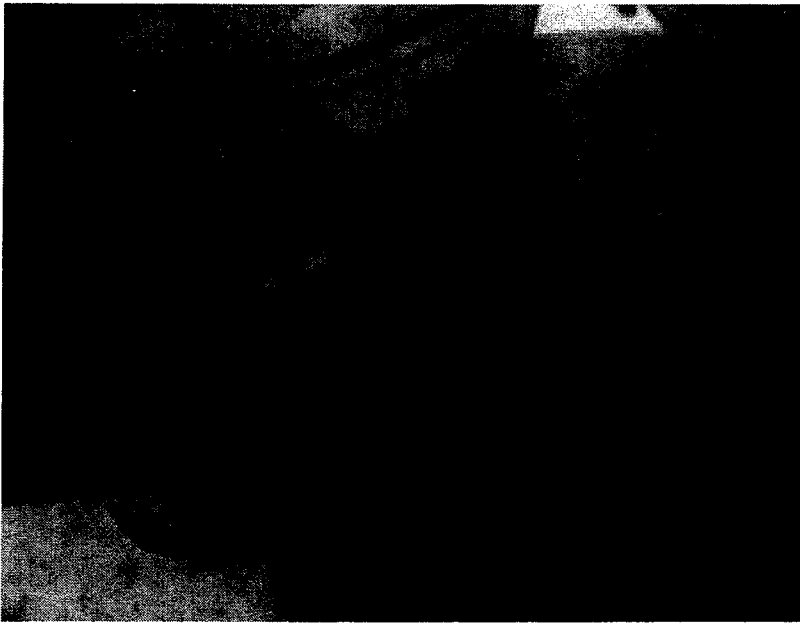
2. Fire pictures.

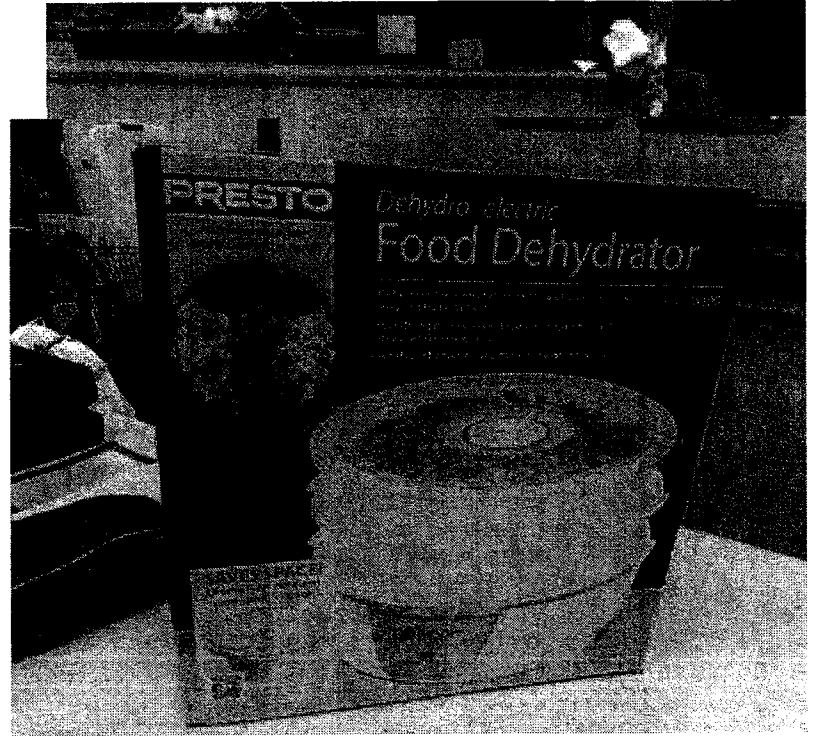
3. Documents related to the fire.

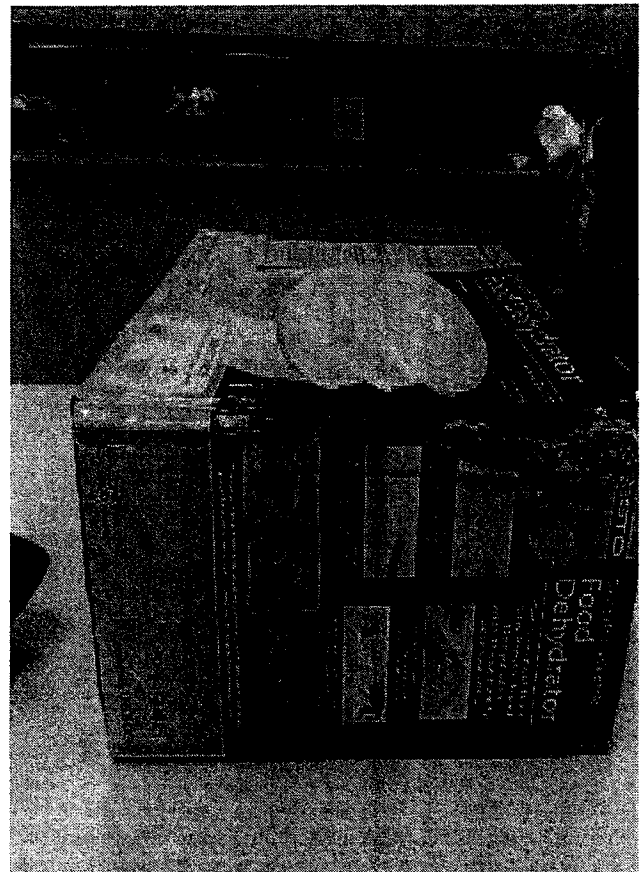
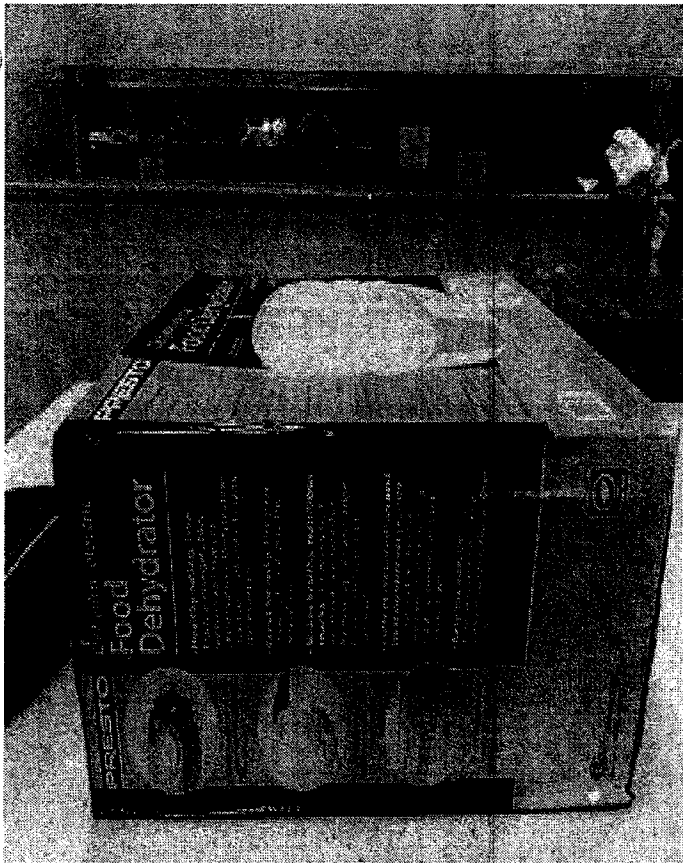
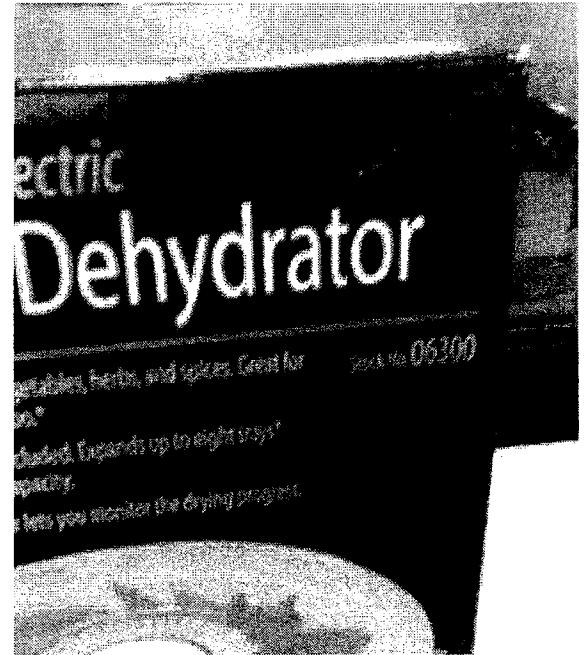
2 pictures











damaged song ex
What is left

1/1

A. CARR BURGESS- COPYRIGHT 1967

I live in a Valley.....

the dust winds sweep through.....

I heard that you're leaving.....

please say its not true...

Tell me no lies..... dear...

just say its not true.....

Cause I love you so much.....

I don't know its true

I hope its true

.....

but my question is.....

please tell me the truth.....

.....

Oh, how I love you..... dear...

I know that I do.....

God is in heaven.....

because that's

Valley Melody"

THE UNITED STATES OF AMERICA
vs. JAMES EARL RAY

Exhibit A

Page 1

1. On or about May 1, 1968, the undersigned, a Special Agent in Charge of the Federal Bureau of Investigation, advised that he had been contacted by a person who offered to provide information regarding the activities of certain individuals who were active in the civil rights movement.

2. The undersigned advised that he was interested in the information and requested that the person provide the information in writing.

3. The person provided the information in writing and the undersigned advised that he was interested in the information and requested that the person provide the information in writing.

4. The person provided the information in writing and the undersigned advised that he was interested in the information and requested that the person provide the information in writing.

5. The person provided the information in writing and the undersigned advised that he was interested in the information and requested that the person provide the information in writing.

6. The person provided the information in writing and the undersigned advised that he was interested in the information and requested that the person provide the information in writing.

7. The person provided the information in writing and the undersigned advised that he was interested in the information and requested that the person provide the information in writing.

8. The person provided the information in writing and the undersigned advised that he was interested in the information and requested that the person provide the information in writing.

9. The person provided the information in writing and the undersigned advised that he was interested in the information and requested that the person provide the information in writing.

10. The person provided the information in writing and the undersigned advised that he was interested in the information and requested that the person provide the information in writing.

Don't Make Me Wait

13

By G. Cathy A. Carr Burgess copyright 1996

T A E G A S C E C

1 Now that your here ... let's make things clear ...

E C C E G O G A F E C E

Oh... no ... that I've known no other... no one has known me ...

C O U E F F G D

Cause ... I placed my heart ... where no one ... could reach ...

2 You placed my heart... right up on a shelf... and I waited

And I've known no other... no one has known me...

Cause, I placed my heart... where no one ... could see...

3 And, don't make me wait... don't make me wait... no... no

Cause, I've loved no other... no others known me...

except for those memories... I'll place at your feet...

4 And, now that your gone... now that your here... oh ...no...

They'll be no other... no one will know me... and I'll share

My heart ... I shared you ... and me...

5 Now, don't make me wait... don't make me wait... no... no

Cause, I've known no other... no one has known me...

But I'll give... my heart... to you... totally...

THE UNITED STATES OF AMERICA
VS.
[REDACTED]

IN SENATE
COMMITTEE ON
[REDACTED]

HEARD AT THE
[REDACTED]

ON [REDACTED]
[REDACTED]

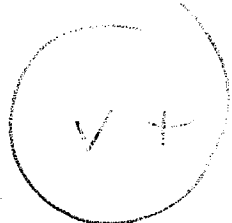
THE WITNESSES
[REDACTED]

AND THE COURT
[REDACTED]

THE COURT
[REDACTED]

THE COURT
[REDACTED]

THE COURT
[REDACTED]



DANG ME

... THAT WHEN HE WAS ...
... THAT IT WOULD ...
... TO BLAME ...
... MY HEART ... WOULD ...

... DANG ME... LORD OF MINE ...
... CHEATING HEART HAS ...
... HELP ME... GOD OF MINE ...
... DANG ME... I'M THE ONE ...
... HEART... HAS ...
... THE BROKEN HEART ...

... AROUND THE BAR ... JUST LIKE AN ANGLE...
... SEE THE DEVIL... THROUGH THOSE EYES...
... LIES... WERE DRAWN...
... FEELS MY SOUL ... WAS GONE...
... THE ONE WHO WAS WRONG ... OH... DANG MY HEART

... SAY A THING... BUT I'M SORRY... FOR ALL... THIS... PAIN...
... DEEP HEARTS REMAIN... WHAT ... Done?

... THE ...
... HEARTS ...
... GOD OF ...
... THIS CHEAT ...
... HEARTS ...
... OF ...

... I'M ... TO BLAME...
... HEART... FEELS PAIN...
... ALL THE SAME...
... I DON'T KNOW...

... MY NAME... I BLAME ME...
... HEART HAS STAINED ME...
... GOD OF MINE ...
... IS THE ONE ...
... WHO BLAME ...
... I DON'T KNOW...

... HEART ...
... HEART ...
... HEART ...

lease for
apt.

SUMMARY OF KEY INFORMATION

The Lease will control if there's a conflict with this summary.

Address: **2501 S. IH-35** Unit # **115**

Beginning date of Lease (Par. 3) **02/01/2017** Ending date of Lease (Par. 3) **01/31/2018**

Number of days notice for termination (Par. 3) **30** Consent for guests staying more than **3** days (Par. 2)

Total security deposit (Par. 4) \$ **100.00** Animal deposit (if any) \$ _____

Security deposit (Par. 4) ☐ does OR ☒ does not include an animal deposit.

Security deposit refund check will be by (Par. 4) (check one) ☒ one check jointly payable to all residents (default), OR ☐ one check payable to and mailed to _____

of keys/access devices (Par. 5) for **1** unit, **1** mailbox, **0** other _____

Your move-out notice will terminate Lease on (Par. 5): (check one) ☐ last day of month OR ☒ exact day designated in notice

Check here ☒ if the dwelling is to be furnished (Par. 5) Check here ☐ if there is a concession addendum

Rent to be paid (Par. 6): (check all that apply) ☒ at the onsite manager's office, ☒ through our online payment site, OR ☐ at _____

Check here if included in monthly rent: ☐ garage, ☐ storage, ☐ carport, ☐ washer/dryer, or ☐ other _____

Total monthly rent (Par. 6) \$ **681.00** Prorated rent (Par. 6) for (check one) ☐ first month OR ☐ second month \$ _____

Late charges if rent is not paid on or before (Par. 6) **6th** Daily late charge (Par. 6) \$ **3.00**

Initial late charge (Par. 6) \$ **10.00** Animal violation charges (Par. 6) Initial \$ **0.00** Daily \$ **0.00**

Returned-check charge (Par. 6) \$ **15.00** Monthly trash / waste (if any) \$ _____

Monthly animal rent (if any) \$ _____

Monthly pest control (if any) \$ _____

Utilities paid by owner (Par. 7): (check all that apply) ☒ electricity, ☒ gas, ☒ water, ☒ wastewater, ☒ trash/recycling, ☐ cable/satellite, ☐ master antenna, ☐ Internet, ☐ stormwater/drainage, ☐ other _____

Utility connection charge (Par. 12) \$ **0.00** You are: (check one) ☐ required to buy insurance OR ☒ not required to buy insurance (Par. 8)

Agreed reletting charge (Par. 10) \$ **0.00**

Special provisions (Par. 9): **Monthly rent is paid through Caritas Terrazza (TZ) program. If resident is removed from this program, the monthly amount will revert back to the current private pay rental amount and resident will be fully responsible for this amount. Caritas to pay security deposit and rent. Cathy Carr has sole and exclusive right of possession to this unit**

Signatures and Attachments

42. Attachments. We will provide you with a copy of the Lease as required by statute. This may be in paper format, in an electronic format if you request it, or by e-mail if we have communicated by e-mail about this Lease. Our rules and community policies, if any, will be attached to the Lease and given to you at signing. When an Inventory and Condition form is completed, both you and we should retain a copy. The items checked below are attached to and become a part of this Lease and are binding even if not initialed or signed.

- ☐ Access Gate Addendum
- ☐ Additional Special Provisions
- ☐ Allocation Addendum for: ☐ electricity ☐ water ☐ gas
- ☐ central system costs ☐ trash/recycling ☐ cable/satellite
- ☐ stormwater/drainage ☐ services/government fees
- ☐ Animal Addendum
- ☒ Apartment Rules or Community Policies
- ☐ Asbestos Addendum (if asbestos is present)
- ☒ Bed Bug Addendum
- ☐ Early Termination Addendum
- ☐ Enclosed Garage, Carport, or Storage Unit Addendum
- ☐ Intrusion Alarm Addendum
- ☒ Inventory & Condition Form
- ☐ Lead Hazard Information and Disclosure Addendum
- ☐ Lease Contract Guaranty (guaranties, if more than one)
- ☐ Legal Description of Apartment (optional, if rental term longer than one year)
- ☐ Military SCRA Addendum
- ☒ Mold Information and Prevention Addendum
- ☐ Move-Out Cleaning Instructions
- ☐ Notice of Intent to Move Out Form
- ☐ Parking Permit or Sticker (quantity: _____)
- ☐ Rent Concession Addendum
- ☐ Renter's or Liability Insurance Addendum
- ☐ Repair or Service Request Form
- ☐ Satellite Dish or Antenna Addendum
- ☐ Security Guidelines Addendum
- ☐ PUC Tenant Guide to Water Allocation
- ☐ Utility Submetering Addendum: ☐ electricity ☐ water ☐ gas
- ☒ Other **House Rules**
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____

Name, address and telephone number of locator service (if applicable) —must be completed to verify TAA membership under Par. 35):

You are legally bound by this document.
Please read it carefully.

A facsimile or electronic signature on this Lease is as binding as an original signature.

Before submitting a rental application or signing a Lease, you may take a copy of these documents to review and/or consult an attorney.

Additional provisions or changes may be made in the Lease if agreed to in writing by all parties.

You are entitled to receive a copy of this Lease after it is fully signed. Keep it in a safe place.

This lease is the entire agreement between you and us.
You are NOT relying on any oral representations.

Resident or Residents (all sign below)

Blaise Catherine Rodriguez Date signed 1-30-18

[Signature] Date signed _____

(Name of Resident) _____ Date signed _____

(Name of Resident) _____ Date signed _____

(Name of Resident) _____ Date signed _____

(Name of Resident) _____ Date signed _____

Owner or Owner's Representative (signing on behalf of owner)

[Signature]
Address and phone number of owner's representative for notice purposes
2501 South IH-35
Austin, TX 78741
(512) 215-1491

After-hours phone number **(512) 215-1491**
(Always call 911 for police, fire, or medical emergencies.)

Date form is filled out (same as on top of page 1) **01/26/2017**

Your Initials: [Signature]

Initials of Our Representative: [Signature]

The Plaintiff certifies
That she served
the defendants that
were known.

Walmart

702 S.W. 8th St Bentonville
AK 72716.

National Presto

Industries

3925 North Hastings Way

Eau Claire

WI 54703